

**State of Florida
State Technology Office**



INVITATION TO NEGOTIATE

Bundled Internet Access Services

NO. 02-STO-ITN-003

Sealed Replies are due by:
December 2, 2002 at 2:00 PM EST

Refer ALL Inquiries to:

Christie Hutchinson
Purchasing Director
State Technology Office
4030 Esplanade Way, Suite 280N
Tallahassee, Florida 32399-0950
Christie.hutchinson@myflorida.com
(850) 922-2756
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STATE OF FLORIDA

STATE TECHNOLOGY OFFICE

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ATTACHMENT 3

JEB BUSH
Governor

TONI JENNINGS
Lieutenant Governor

KIMBERLY BAHRAMI
Chief Information Officer

MEMORANDUM

TO: File

FROM: Christie Hutchinson, STO Purchasing Director

RE: Award of Best Value Contract – Hayes E-Government
Resources – Bundled Internet Access Services

DATE: January 17, 2003

The Invitation To Negotiate (ITN) process was used to provide a procurement strategy which was most advantageous to the State. The ITN permitted the State to take into consideration the price and other criteria as needed to obtain the "best value" since the procurement of complex communication technology and related information services involves weighing many interwoven factors.

To determine the most cost-effective implementation, the evaluation established that the single most significant aspect of the award was to be based on a combination of project concept and overall design as they related to cost. Other relevant factors were also evaluated.

As expected, the final scope of work could only be completely defined once the replies were able to be related against their respective costs. Ultimately, STO used knowledge specifically gained during the proposal review/evaluation, to properly weigh the cost effectiveness of the competing replies. Those adjustments are reflected in the contract terms, conditions and timelines.

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CHARLIE CRIST
COMMISSIONER

FLORIDA DEPARTMENT OF EDUCATION

ATTACHMENT 2

November 1, 2002

TO: Larry D. Wood, Ph.D.
Chief Operating Officer

FROM: Gwen Rittman *GR*
Purchasing Supervisor

RE: Request for approval to proceed with Invitation to
Negotiate for replacement of FIRN

Section 287.057(3)(a), Florida Statutes, requires the agency to make a written determination that negotiation may be necessary for the state to achieve the best value. The written determination must be approved by the agency head or his or her designee prior to the advertisement of an invitation to negotiate.

The Department provides an educational network for Internet access and Department web data reporting services to the Florida educational community which includes post-secondary, K-12 schools and libraries through the Florida Information Resource Network (FIRN). The tremendous growth of the Internet has escalated bandwidth demands on Florida schools and increased management and operational costs. The Department will be able to add additional E-rate funding to meet the bandwidth demands through outsourcing of this service.

Due to the complexity of the services requested, the scope of work cannot be accurately and completely defined. Moreover, due to the nature of the services, information technology, the services can be provided in several different ways, any of which could be acceptable. Consequently, the Department has determined that an Invitation to Negotiate is necessary to achieve the best value for the state.

Approved:

Larry D. Wood
Larry D. Wood, Ph.D.

11/04/02
Date

- 3.43 Warranty of No Hardstop/Passive License Monitoring
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4.0 FORMS

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Attachment II	Disclosure Statement
Attachment III	Procurement Cost Model
Attachment IV	Reference Form
Attachment V	General Specifications for MyFloridaNet

Invitation to Negotiate

The State Technology Office (STO) and the Department of Education (DOE) invite interested firms to submit replies in accordance with this solicitation document. The purpose of this solicitation is to establish a contract for an Bundled Internet Access Services for Florida's educational community that is described more particularly in the technical specifications.

As more particularly described in the solicitation documents, the following anticipated timeline applies to this solicitation (later dated events contingent on award):

November 15, 2002: Written questions due from bidders

November 21, 2002: Written answers posted

December 2, 2002: Bids due by 2:00 p.m., and opened immediately thereafter

December 9, 2002: Notice of Award posted

December 20, 2002: Contract awarded (if any)

Instructions to Offerors

Contents

- 1.01 Definitions
- 1.02 General Instruction
- 1.03 Terms and Conditions
- 1.04 Amendments to the Solicitation Documents
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1.01 Definitions: See the technical specifications and general conditions for definitions of terms that are material to this solicitation. *Read and understand*

1.02 General Instruction: The offeror shall read all of the solicitation documents and comply with all specified requirements. *Read and understand*

1.03 Terms and Conditions: All replies are subject to the terms of the following sections of these solicitation documents, which, in case of conflict, shall have the order of precedence listed: technical specifications; instructions to bidders; and general conditions. These terms and conditions supersede the "general conditions" contained in the Invitation to Negotiate Acknowledgement form (PUR 7105 Rev. 6/1/98), which is included in section 4.0 of these solicitation documents. The STO objects to and shall not consider any additional terms or conditions submitted by an offeror, including any appearing in documents attached as part of an offeror's reply. In signing and submitting its reply, an offeror agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a reply, shall be grounds for rejecting a reply. *Read and understand*

1.04 Amendments to the Solicitation Documents: Amendments to the solicitation documents shall be posted on the Florida Vendor Bid System at www.myflorida.com under the

*I have read each section on this page and understand

posted solicitation number (click on Business, and under Doing Business with the State, under Everything for Vendors and Customers; click on Vendor Bid System (VBS); click on Search Advertisements). Each offeror is responsible for monitoring this site for new or changing information. ***Read and understand***

1.05 Questions/Purchasing Director: Offerors shall address any question regarding this solicitation to the Purchasing Director, who is identified on the cover sheet of this solicitation package. Questions shall be in writing, shall reference the ITN number and the reply opening date, and shall be **RECEIVED NO LATER THAN 4:30 P.M., EST, ON NOVEMBER 15, 2002**, and shall be answered in writing on or before November 21, 2002. Offerors must forward any technical questions arising from review of this ITN to the STO Purchasing official in one of the following manners:

- On company letterhead, signed by persons authorized to represent the offerors.
- Faxed with company identification by authorized company representative.
- E-mailed with company identification by authorized company representative.

Offerors shall not contact any other employee of the STO or DOE for information with respect to this solicitation. The STO or DOE shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents, formally noticed and issued by the Purchasing Director, or ultimately included in the Contract after the negotiation process. ***Read and understand***

1.06 Conflict of Interest: This solicitation is subject to chapter 112 of the Florida Statutes. Offerors shall disclose with their reply the name of any officer, director, employee or other agent who is also an employee of the State. Offerors shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the offeror or its affiliates. All Offerors must also disclose the name of any state employee, agent, lobbyist, previous employees of the STO, or any other person, who has received or will receive compensation of any kind, or who has registered or is required to register under 112.3215, Florida Statutes, in seeking to influence the actions of the STO in connection with this. The Disclosure Statement form (*Attachment II*) must be signed and submitted with the response. ***Read and understand***

1.07 Convicted Vendors: A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list: submitting a bid on a contract to provide any goods or services to a public entity; submitting a bid on a contract with a public entity for the construction or repair of a public building or public work; submitting bids on leases of real property to a public entity; being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes. ***Read and understand***

1.08 Discriminatory Vendors: An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work

****I have read each section on this page and understand***

as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; and may not transact business with any public entity. ***Read and understand***

1.09 Offeror's Representation and Authorization: In submitting a reply, each offeror understands, represents, and acknowledges the following (if the offeror cannot so certify to any of following, the offeror shall submit with its reply a written explanation of why it cannot do so). ***Read and understand***

- The offeror is not currently under suspension or debarment by the State or any other governmental authority. ***Understand, represent and acknowledge.***
- To the best of the knowledge of the person signing the reply, the offeror, its affiliates, subsidiaries, directors, officers, and employee are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract. ***Understand, represent and acknowledge.***
- To the best of the knowledge of the person signing the reply, the offeror has no delinquent obligations to the State. ***Understand, represent and acknowledge.***
- The reply is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive reply. ***Understand, represent and acknowledge.***
- The reply prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other offeror or potential offeror; neither the prices nor amounts, actual or approximate, have been disclosed to any offeror or potential offeror, and they will not be disclosed before reply opening. ***Understand, represent and acknowledge.***
- The offeror has not participated in developing this solicitation or performing a feasibility study concerning the related work. ***Understand, represent and acknowledge.***
- The offeror has fully informed the State in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company. ***Understand, represent and acknowledge.***
- Neither the offeror nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds: ***Understand, represent and acknowledge.***
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or

*I have read each section on this page and understand

- Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.
- The product offered by the offeror will conform to the specifications without exception. *Understand, represent and acknowledge.*
- The offeror has read and understands the Contract terms and conditions, and the reply is made in conformance with those terms and conditions. *Understand, represent and acknowledge.*
- If an award is made to the offeror, the offeror agrees that it intends to be legally bound to the Contract that is formed with the State. *Understand, represent and acknowledge.*
- The offeror has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the reply, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the reply. *Understand, represent and acknowledge.*
- The offeror shall indemnify, defend, and hold harmless the STO and DOE, its employees and agents, against any cost, damage, or expense that may be incurred or be caused by any error in the offeror's preparation of its reply. *Understand, represent and acknowledge.*
- All information provided by, and representations made by, the offeror are material and important and will be relied upon by the State in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the State of the true facts relating to submission of the reply. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes. *Understand, represent and acknowledge.*

1.10 Performance Qualifications: The STO and DOE reserve the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by offeror meet the Contract requirements. Offeror shall at all times during the Contract term remain responsive and responsible. Offeror must be prepared, if requested by the STO or DOE, to present evidence of additional experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the manufacturer for the production, distribution, and servicing of the product offered. If the STO or DOE determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the STO may reject the reply or terminate the Contract. Offeror may be disqualified from receiving awards if offeror, or anyone in offeror's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the STO to make an investigation either before or after award of the Contract, but should the STO elect to do so, offeror is not relieved from fulfilling all Contract requirements. *Read and understand*

1.11 Reply Form: Replies should be prepared simply and economically, providing a straightforward, concise description of the offeror's ability to provide the solution sought by the solicitation. Excessive information distracts readers from focusing on essentials, and may operate to an offeror's disadvantage. **When responding to specific questions, please reprint each question in its entirety before the response.** Properly referenced responses may be in the form of product informational materials and brochures. Replies shall be bound

*I have read each section on this page and understand

with a durable cover, include a cover letter, and consist of the following sections, separately tabbed within each section: ***Read and understand***

Tab A - Product and Services

Tab B - Qualification Questionnaires/Company Background

Tab C - Pricing

Tab D - Required Forms/Other Information

- 1.12 Reply Contents:** The cover shall identify the offeror, the solicitation name and number, and the reply submittal date and time. The cover letter shall include what the offeror deems appropriate. The other required sections shall consist of the following. ***Read and understand***

Offerors should define their approach to the following:

- Proposed solution with a one or two page overview.
- Proposed services costs as outlined in Attachment III.
- System Migration (the actual migration is to be completed June 30, 2003).
- Daily, weekly and monthly operational reporting plans.
- Security.
- Service troubles response process and escalation procedure.
- Project Management and technical support including billing process, e-mail service, help-desk and customer services to the STO and DOE and district area network interchanges.
- Disaster Recovery Plan for bundled services.

Tab A - Products and Services *Read and understand*

- Management Summary: Summarize the reply, including a narrative description of your services.
- Work Plan: Provide a work plan that, at a minimum, addresses the following items in a manner that demonstrates understanding of the business processes, technical environment, and the scope and requirements of the services desired by the STO and DOE. Detail specific proposed deliverables.
 - List and briefly describe services, explaining how it provides the following:
 - ✓ Functionality
 - ✓ Performance
 - ✓ Usability
 - ✓ Compatibility/Interoperability
 - ✓ Scalability
 - ✓ Flexibility/Longevity
 - ✓ Solution Planning and Implementation
 - ✓ Support
 - List and briefly describe planning and implementation services (includes training and support set up)

***I have read each section on this page and understand**

- List and briefly describe support services
- Provide a list or schematic diagram of the platform systems, topologies, protocols, and other technical details, required to implement the services.
- Briefly describe how your services addresses the following concerns:
 - ✓ Leveraging of In-Place Legacy Systems if applicable
 - ✓ Open Systems Standards Compatibility
 - ✓ Facilitation of a Phased Approach to Implementation

Tab B – Qualification Questionnaires/Company Background *Read and understand*

- **History and Experience:** Describe any other similar involvement in which products proposed in the reply were provided and delivered to other customers (either private or public sector). Cite any important similarities or differences.
- **Company Profile:** Successful completion of the Contract will require a substantial commitment of Contractor's resources and personnel. This section profiles the organization and status of the companies that may perform the Contract. The first part concerns the offeror; the second part concerns subcontractors; and the third and fourth parts concern the offeror and subcontractors.
 - Offeror Information
 - ✓ Provide company's legal name, date incorporated, and state of incorporation (if not incorporated, indicate date started in business and type of business, e.g., sole proprietorship, partnership, etc.).
 - ✓ Provide federal identification number and unemployment compensation number.
 - ✓ Describe company organization and, if applicable, relationships with subsidiaries, parent corporations, and affiliates or other related companies; include organization charts and details concerning facilities that serve the Florida market.
 - ✓ Describe your principal type of business.
 - ✓ Document your insurability and bonding capacity.
 - ✓ Provide a copy of the order by the Florida Public Service Commission authorizing the company to provide telecommunication services throughout the state of Florida.
 - ✓ If you propose to use any subcontractors, describe your experience as a prime contractor managing subcontractors, and your plan to manage and coordinate any proposed subcontractors.
 - ✓ If you have defaulted on a contract, or had a contract terminated for cause, within the past five years, describe in detail.
 - ✓ If you have filed for bankruptcy protection within the past five years, or you are currently in the process of filing or planning to file for bankruptcy protection or financial restructuring or refinancing, describe in detail.

***I have read each section on this page and understand**

- ✓ If entering into the Contract would give rise to an apparent or actual conflict of interest, describe in detail.
- ✓ If you have any pending or threatened litigation by or against the State, or any other governmental authority, describe in detail.
- Subcontractor Information. Provide the following information **ONLY** for each subcontractor expected to perform more than five percent of the Contract.
 - ✓ Provide subcontractor's legal name, date incorporated, and state of incorporation (if not incorporated, indicate date started in business and type of business, e.g., sole proprietorship, partnership, etc.).
 - ✓ Provide subcontractor's federal identification number and unemployment compensation number.
 - ✓ Describe subcontractor's company organization and, if applicable, relationships with subsidiaries, parent corporations, and affiliates or other related companies; include organization charts and details concerning facilities that serve the Florida market.
 - ✓ Describe subcontractor's principal type of business.
 - ✓ Provide copies of any letters of intent, memoranda of understanding, subcontracts, or other agreements between you and the subcontractor relating to potential work under the Contract.
 - ✓ Financial statement for each of the last three years, if this is included as an appendix to the Response, please reference the appendix number. Subcontractor may provide a URL where it's most recent audited financial statements may be obtained electronically, or provide copies of the statements.
 - ✓ If the subcontractor has defaulted on a contract, or had a contract terminated for cause, within the past five years, describe in detail.
 - ✓ If the subcontractor has filed for bankruptcy protection within the past five years, or is currently in the process of filing or planning to file for bankruptcy protection or financial restructuring or refinancing, describe in detail.
 - ✓ If entering into the subcontract would give rise to an apparent or actual conflict of interest, describe in detail.
 - ✓ If the subcontractor has any pending or threatened litigation by or against the State, or other any other governmental authority, describe in detail.
 - ✓ Certify that the subcontractor is not delinquent paying taxes to the federal government, the State, or any governmental authority, describe in detail.
 - ✓ Certify that the subcontractor is not currently under suspension or debarment by the federal government, the State, or any other governmental authority, describe in detail.
- One Florida Considerations. The State of Florida is committed to Governor Bush's One Florida Initiative, announced in November 1999. Contact the Office of Supplier Diversity for more information about the One Florida initiative and

*I have read each section on this page and understand

certification as a minority- or woman-owned business enterprise (MWBE) (see <http://osd.dms.state.fl.us/>).

- ✓ Provide documentation if you are certified as an MWBE by Florida, another state, or the federal government, or otherwise certified as a disadvantaged business.
- ✓ Identify each MWBE expected to participate in the Contract and describe the nature of that participation.
- ✓ Describe and document your diversity program, demonstrating efforts to recruit, train, and promote employees from historically disadvantaged backgrounds.
- ✓ Describe and document participation by individuals from historically disadvantaged backgrounds in other areas of your business, albeit not as employees or subcontractors (e.g., providers of professional services such as legal and accounting, participants in shipping/mailling functions, etc.).
- ✓ Describe and document any efforts you would undertake to comply with and advance the One Florida Initiative in providing services under the Contract.

○ **Personnel**

- Provide a comprehensive staffing plan for the Contract, including organization of functions, workflow, city/state where functions will be accomplished, etc.
- List members of the management team for all key components of the organization, and describe each person's level of experience in managing services for other large employer groups.
- Include resumes of the key staff that are proposed to work on this Contract. Include information outlining their roles, management responsibilities, qualifications (licenses, certificates, technical courses, company training), and work experience with emphasis on their area of expertise.
- **Financial Status Information.** The financial status section shall include information detailing the company's current financial position as well as the financial position of any related companies. Provide a URL where your most recent audited financial statements may be obtained electronically, or provide copies of the statements. In addition, provide the most recent available Dun and Bradstreet reports (or equivalent) on your firm, its partners, and its proposed major sub-contractors (i.e., expected to perform more than five percent of the Contract).
- **Three-Year Plan.** Please briefly review your business and financial plan, as well as your plan to support products, training and services, over the next three years.

Tab C – Pricing Read and understand

- **Price Quote for Services.** Pricing will be based on bundled services of Internet access and related services needed to connect each site to the Internet. This pricing estimate

***I have read each section on this page and understand**

should include site-based equipment, transport costs, Internet access costs, as well as maintenance and support costs of all necessary components of the service. The cost model used to determine a qualified provider shall be by site-based cost priced by the speed of the connection required to deliver approximate proper level of services (see Attachment III). To the extent possible, project the price of the services by the capacity defined in Attachment III. For final pricing during negotiations costs will be based on bundled services of Internet access needed to connect school districts to the Internet. This pricing estimate should include district site-based vendor equipment, transport costs, and Internet access costs, as well as maintenance and support costs of all necessary components of the service. The cost for each district shall be divided by the number of schools within each district by Full Time Equivalent (FTE) pricing per school. Additional pricing for unbundled Internet access pricing estimates for community colleges, universities, and other state entities shall be submitted separately from school districts. This cost calculation should be based on the connection speed of the entity.

- **Total Cost Projection.** Complete and return the Procurement Cost Model in section 4.0 of these solicitation documents. To the greatest extent possible, distinguish between non-recurring costs and recurring costs, inclusive of maintenance and support costs of all necessary components of this service.

Tab D – Required Forms/Other Information *Read and understand*

- **Other Required Forms.** Invitation to Negotiate Acknowledgment Form (PUR 7105 Rev. 6/1/98) (see section 4.0 of these solicitation documents). This form shall be signed and returned with the reply; however, the “General Conditions” are superseded by the terms and conditions of these solicitation documents. **FAILURE TO INCLUDE THESE FORMS SHALL BE GROUNDS FOR REJECTING A REPLY AS NONRESPONSIVE.**
- **Other Information.** Information that an offeror considers relevant to its reply, but inapplicable to any of the required parts or sections of the reply, shall be provided as an appendix. If an offeror attaches a publication or other document to provide required information, a specific reference to the document and the relevant page or pages must be given in the appropriate part or tabbed section of the reply. If the document is not specifically referenced in a part or tabbed section of the reply, it will not be considered as a response to the corresponding paragraph of this solicitation.

1.13 Submittal of Reply: Submit the original reply, five copies, and five electronic copies (CD-ROM in PDF format) in a sealed envelope (or other suitable package). The face of the envelope shall indicate STO’s address, the ITN number, and date and time of the reply submittal. Each offeror is responsible for ensuring that its reply is delivered at the proper time and to the proper place. The STO shall not consider late replies. **REPLIES MUST BE RECEIVED AT STATE TECHNOLOGY OFFICE, 4030 ESPLANADE WAY, ROOM 280N, TALLAHASSEE, FLORIDA, 32399, AT OR BEFORE 2:00 P.M. ON DECEMBER 2, 2002.**

ITN responses shall contain all information solicited, plus any additional data, prints, or literature that the offeror deems pertinent to the STO’s understanding and evaluation of their

*I have read each section on this page and understand

response. The STO is not liable for any costs or expenses incurred by a offeror related to or arising out of the ITN process.

A submitted ITN may be modified or withdrawn at any time prior to response opening upon written request by an authorized representative of the offeror.

Information that is required to be included in the response is expected to be present and to be accurate. Corrections of erroneous information or typographical errors will not be permitted after the STO has received and opened the response. **The offeror is solely responsible for proofreading its response and verifying its accuracy.**

NOTE: The face of the ITN response submittal should clearly state the response number and title, and also reflect the response opening date and time. If a courier service is used, the response documents should be in a sealed marked envelope inside the shipping envelope. The STO recommends that the response be hand-delivered, sent "Certified Mail" or via courier to ensure receipt by the required date and time.

A company, its subsidiaries, affiliates, or related entities shall be limited to one (1) response. Submission of more than one response will cause the rejection of all responses submitted. A firm may propose to serve as the prime contractor on only one response. ***Read and understand***

1.14 Reply Tabulation and Posting: Replies shall be opened on the date specified on the Invitation to Negotiate Acknowledgment Form (PUR 7105 Rev. 6/1/98), or as amended, and thereafter evaluated. Prices will not be read, pursuant to Section 119.07(m), F.S., 2002. Based on the offer evaluation, on the date specified on the Bidder Acknowledgement Form, the STO shall electronically post negotiation tabulations at http://fcn.state.fl.us/owa_vbs/owa/vbs_main_menu. If the posting of the tabulation is delayed, in lieu of posting the tabulation the STO shall post a notice of the delay and a revised date for posting the negotiation tabulation. Any person who is adversely affected by the decision shall file with the STO a notice of protest within 72 hours after the posting of the negotiation tabulation (see Instructions in paragraph 1.22 for more information on protests). The STO shall not provide reply tabulations by telephone. ***Read and understand***

1.15 Special Accommodation: Any person requiring a special accommodation at State Purchasing because of a disability should call the State at (850) 922-2756 at least five (5) workdays prior to the scheduled event. If you are hearing or speech impaired, please contact the State through State Purchasing by using the Florida Relay Service at (800) 955-8771 (TDD). ***Read and understand***

1.16 Firm Replies: The STO may make award within seventy-five (75) days after the date of reply opening, during which period replies shall remain firm and shall not be withdrawn. Any reply that expresses a shorter duration may, in the STO's sole discretion, be accepted or rejected. ***Read and understand***

1.17 Reply Evaluation Criteria: The following information outlines the evaluation requirements for the proposed services and is provided to assist offerors in understanding the goals of the STO. It is expected that each offeror will use this information to organize and prepare a thorough reply. The STO and DOE shall evaluate responsive replies and score them on a scale of 0 to 100 for minimum requirements using the following criteria (weight noted parenthetically). ***Read and understand***

****I have read each section on this page and understand***

The response should be prepared and submitted to address the following:

RESPONSE EVALUATION MEASURES

- **Goals And Projected Outcomes**

Offeror's clear understanding of the most critical and most challenging elements of this project. (Maximum 10 points)

- **Overall Project Concept, Design and Cost**

Offeror's concept, approach, design and projected cost to all portions of this project. (Maximum 35 points)

- **Performance & Measurement Methods**

Identified elements of performance and the methodologies that will be utilized to measure project success and meet deadlines. (Maximum 20 points)

- **Qualifications Of Staff & Technical Expertise**

Personnel information provided and technical expertise of key staff assigned to the project. (Maximum 5 points)

- **Congruency Of Project**

Specific strategies described that will be utilized to complete the implementation of the services outsourcing. (Maximum 5 points)

- **Collaborative Efforts**

Offeror methodology to develop cooperative partnerships and gather full support of affected parties. (Maximum 5 points)

- **Corporate Experience**

Offeror's experience in designing, implementing and managing similar services for large state agencies and/or corporations. Note: In assigning points for this criterion, the **Dun & Bradstreet Supplier Evaluation Report** shall be considered. (Maximum 10 points)

- **Florida Certified Minority Business** – (10 Points)

The ITN is designed to assess the most points to the offeror presenting the best solution for the required services. The Evaluation Team will consider only those responses that are determined to meet the mandatory requirement review first completed by the STO's Purchasing Office.

Each proposal will be evaluated based on a point system to ensure it meets the minimum specification level. Evaluators will review and assign points to qualified responses for each of the rated criteria up to the maximum points listed for each measure. After the responses have been scored they will be ranked on the basis of total points awarded and divided by the number of evaluators. The maximum total number of points available for the response portion is 100.

1.18 Reply Evaluation and Negotiation Process: Using the evaluation criteria specified above, the STO and DOE shall evaluate and rank replies and, in the STO's sole discretion,

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proceed to negotiate with offerors as follows. The highest ranked offeror will be invited to negotiate a contract including a maximum contract price.

If necessary, the STO and DOE shall request revisions to the approach submitted by the top rated finalist until it is satisfied that the deliverable will produce a product that meets the needs. If the negotiations are not successful, the STO will end them and invite the next highest-ranking offeror to negotiate. The process will continue until a contract is negotiated and executed. ***Read and understand***

- The STO reserves the right to reject any and all responses and negotiation efforts.
- The STO also reserves the right to waive any minor irregularities in an otherwise valid offer to negotiate.
- The ranking will be posted electronically in accordance with Section 1.14 of these instructions. It is the responsibility of all interested parties to check this site for current information.
- If the STO and DOE elect to enter into negotiations, it shall do so starting with the highest-ranked offeror. The STO and DOE reserve the right, however, to negotiate with all qualifying offerors, serially or concurrently, to determine the best-suited solution. The ranking of replies indicates the perceived overall benefits of the proposed solution, but the STO and DOE retain the discretion to negotiate with other qualified offerors as deemed appropriate.
- Before award, the STO and DOE reserve the right to seek clarifications, to request reply revisions, and to request any information deemed necessary for proper evaluation of replies from the replies selected for further consideration. The activities will be closed to the public, but may be recorded; any recordings will be available for public review upon conclusion of the solicitation and award process. The STO and DOE reserve the right to require attendance by particular representatives of the offeror. Any written summary of presentations or demonstrations shall include a list of attendees, a copy of the agenda, and copies of any visuals or handouts, and shall become part of the offeror's reply. Failure to provide requested information may result in rejection of the reply.
- The focus of the negotiations will be on achieving the solution that provides the best value to the State.
- The Contract, if any, shall include the general conditions that are set forth in section 3.0 of the solicitation documents. **THESE CONDITIONS ARE NOT NEGOTIABLE.** Offerors are advised to prepare their replies accordingly. In addition to these terms, the Contract, if any, shall address the following areas, which are subject to negotiation and which do not necessarily describe the entire contents of the Contract:

- Detailed deliverables
- Detailed schedule
- Performance guarantee
- Price

1.19 Disclosure of Reply Contents: All documentation produced as part of this solicitation shall become the exclusive property of the STO and may not be removed by the offeror or its

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agents. All replies shall become the property of the STO and shall not be returned to offeror. The STO and DOE shall have the right to use any or all ideas or adaptations of the ideas presented in any reply. Selection or rejection of a reply shall not affect this right. ***Read and understand***

- 1.20 Contract Formation:** No contract shall be formed between an offeror and the STO until the STO signs the Contract. The STO shall not be liable for any costs incurred by an offeror in preparing or producing its reply or for any work performed before the Contract is effective. The Offeror should identify a single person who will serve as project manager for work activities associated with the contract work. **The ITN reply should include a one-page professional resume for the person who will serve as project manager. Additional program contacts will be identified as necessary once the work begins.** ***Read and understand***
- 1.21 Public Records:** Florida law generously defines what constitutes a public record; see, for example, Section 119.07 of the Florida Statutes. If an offeror believes that its reply contains information that should not be a public record, the offeror shall clearly segregate and mark that information (for example, stamp each page "Confidential" and place it in an envelope marked "Confidential") and briefly describe in writing the grounds for claiming exemption from the public records law. The STO will not independently evaluate the offeror's claim of exemption. If the STO receives a public records request related to the reply, the STO shall notify the offeror in writing at least seven days before making the information available for review by the requester. The offeror shall be solely responsible for taking whatever action it deems appropriate to legally protect its claim of exemption from the public records law. If the offeror fails to do so, the STO shall make the information available for review. In no event shall the STO or any of its employees or agents be liable for disclosing, or otherwise failing to protect the confidentiality of, information submitted in response to this solicitation. ***Read and understand***
- 1.22 Protests:** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and Chapter 28-110 of the Florida Administrative Code. **It is the intent of STO and DOE to ensure that specifications are written to obtain the best value for the State and specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process. Notice of protest of the solicitation documents shall be made within seventy-two hours after posting of the solicitation.** Questions to the Purchasing Director shall not constitute formal notice. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to file a bond or other security within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. ***Read and understand***

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Technical Specifications

Contents

- 2.01 Definitions
- 2.02 Intent
- 2.03 Background
- 2.04 Purpose
- 2.05 General Requirements
- 2.06 Support Requirements
- 2.07 Service
- 2.08 Liquidated Damages
- 2.09 Performance Measurement
- 2.10 Performance Bond
- 2.11 Change Management

2.01 Definitions: As used herein, the following definitions apply: *Read and understand*

“E-rate” for meaning see the E-rate website [HTTP://www.sl.universalservice.org/overview/](http://www.sl.universalservice.org/overview/)

“FIRN” means the Florida Information Resource Network

“ITN” means an Invitation to Negotiate

2.02 Intent: It is the intent of this Invitation to Negotiate (ITN) to obtain a certified telecommunications service provider which meets the requirements for e-rate funding for Department of Education Florida Information Resource Network (FIRN) bundled Internet access for all public e-rate eligible facilities. *Read and understand*

2.03 Background: The Florida Department of Education (DOE) provides an educational network for Internet access and data reporting services to the Florida educational community, which includes post-secondary, K-12 schools and libraries through the Florida Information Resource Network (FIRN). For the past fifteen years DOE, under educational specific appropriations, has supported the above operations. The tremendous growth of the Internet has escalated bandwidth demands from Florida schools and increased management and operational costs. In order to support the Internet needs of Florida schools it is necessary to outsource these services to maximize quality of services and future growth. Through the outsourcing of FIRN, DOE will be able to add additional E-rate funding to meet the bandwidth demands through outsourcing of this service.

Presently DOE owns the equipment and is the responsible party for telecommunications circuits that define the network. Currently there are 21 full-time and 6 part-time

**I have read each section on this page and understand*

employees that support the Network Operations Center, billing and the help desk of FIRN.

The current FIRN network is composed of 5 Internet gateway routers located in Miami, Orlando, Pensacola, Tampa and Tallahassee. There are 10 distribution routers located in Daytona Beach, Ft. Myers, Gainesville, Jacksonville, Miami, Orlando, Panama City, Pensacola, Tampa and Tallahassee. All of the gateway and distribution routers are connected using ATM connections from the State of Florida. Approximately 150 end nodes are connected to this infrastructure using dedicated circuits, frame relay and ATM connections.

Content Filtering and caching servers are located at each gateway node. The content filtering being offered to FIRN customers is under a previously negotiated Contract. There are approximately 50 dial-up hubs supporting 1,183 dial-up lines scattered throughout the State providing daily Internet connectivity to teachers and students around the State. A Network Operations Center is located in Tallahassee where the network is presently being monitored. Additional servers are located in the DOE providing common services to the end users. ***Read and understand***

- 2.04 Purpose:** The purpose of this Invitation to Negotiate is to seek replies that address DOE's need to outsource Internet and related telecommunication service (i.e. direct connection, local dial-up connections, and 800 dial-up connections to the Internet) for all of the public e-rate eligible sites in the State of Florida. DOE is seeking a state-of-the-art, cost-effective solution to keep pace with the growing need of telecommunication and web services for all Florida's public e-rate eligible sites (schools, libraries,...).

This Contract length will be through June 30, 2005. The STO has the option to renew the Contract for two (2) additional one (1) year increments.

DOE envisions a multi-phase project implementation. The initial transition phase will conclude on June 30, 2003 and consist of the following: ***Read and understand***

- Migrate to the new services and retire existing equipment and circuits; and transfer of FIRN network related staff to outsource provider;
- Maintaining existing level of service during transfer including but not limited to agreed upon Service Level Agreements; and
- Increasing the level of customer satisfaction on all Internet access during transition period.

The second phase to include the following:

- Provide an ongoing design review to ensure and enhance the quality of service to the STO and DOE customers.
- Improve the quality of services addressing any problem areas.

****I have read each section on this page and understand***

2.05 General Requirements: The offeror shall: *Read and understand*

- Provide bundled Internet access (i.e. direct connections from school districts, local dial-up connectivity and 800 number dial-up connectivity), for 71 DOE defined school districts. Additionally, provide Internet access only for other public e-rate eligible sites;
- Provide Internet access pricing for community colleges, universities and other sites currently severed by FIRN;
- Provide IP address management and deployment which includes assisting DOE in obtaining additional State owned IP addresses as needed;
- Provide DNS for FIRN Network Address pools and FIRN customers relying on FIRN Name Servers;
- Provide written reports on utilization, network traffic capacity and performance tuning, service usage (broken down by institution and protocol) and other network utilization as needed by the DOE for reporting to the legislature;
- Provide written monthly reports, including agreed upon metrics, that verify or indicate network service levels are being met;
- Provide real-time web access to monthly reports of all trouble ticket activity involving customer support;
- Provide E-mail services for students and educators. E-mail must be filtered in accordance with Child Internet Protection Act (CIPA) guidelines;
- The desired robust services design includes meshed routing (links) to provide alternate physical paths to the Internet.
- Provide connectivity such that between any two sites under Contract, the maximum latency for a 1,400 Byte Internet Control Message Protocol (ICMP) echo (ping) packet is no more than 30 ms, typically measured during the business day;
- Provide sufficient bandwidth on any aggregation or meshed/alternate pathway circuits (that is, not the last mile local loop circuits) to ensure that over any two successive 5 minute polling intervals, the utilization of the links are at less than 80% of capacity;
- Provide sufficient bandwidth at Internet gateway sites to ensure that over any two successive 5 minute polling intervals, the utilization of the links are at less than 80% of capacity;
- The offeror must outline their ability to provide robust communication services (for example showing why their infrastructure design would be considered resilient);
- Capacity increases must be completed within 90 days of State Technology Office request;
- To ensure a high standard of service, the STO requires real-time view into all network components between all sites covered by this Contract;
- State Technology Office is in the process of developing a statewide enterprise initiative. The Contractor shall integrate its bundled Internet access services into the State's enterprise network. Some of the relevant elements of the State's enterprise network are listed in Attachment V. (Attachment V is for informational purposes only, and shall not become a contract document).
- All invoices are to be delivered to the STO electronically in machine readable format compatible with the STO's systems;

**I have read each section on this page and understand*

- Provide management and end user support for all Internet access including local dial-up and 800 dial-up services; and,
- Provide security against hackers, viruses and other threats for all e-mail databases, etc.

2.06 Support Requirements: The Offeror shall: *Read and understand*

- Manage and assume responsibility for the previously purchased existing content filtering solution (currently under a three year Contract) as required under E-rate funding. This includes working with each customer of FIRN to ensure seamless filtering;
- Provide a 24/7/365 Network Operations Center for customer assistance on service issues with dedicated staff;
- Provide for 2-hour response time to any trouble on all services;
- Provide 16/7/365 help-desk support (i.e. users of e-mail and dial-ups) for FIRN customers with dedicated staff;
- Provide voice and web communications for general information to customers on network maintenance;
- Develop a process and procedure for network maintenance and customer support in collaboration with the STO/DOE. The resulting procedure will be disseminated to FIRN customers through workshops in the state.
- Provide customer interaction through a customer service representative. Integrated Voice Recognition IVR and other machine interaction are not desirable for our customer base; and
- Interact with customers to provide advanced services i.e. support to individual district network managers for troubleshooting district area network interchanges with the performance of the bundled Internet access.
- All bundled Internet services shall be upgraded as needed and maintained at a projected level higher than presently being provided by FIRN. All future configurations must be kept in line with e-rate eligibility standards for all services through a coordinated process with STO and DOE.

2.07 Service: The Contractor will respond to all services troubles within 2 hours of the occurrence. Response shall be defined as trouble isolation with communication back to the State Technology Office and appropriate dispatch as required. Service restoration is expected in all cases within 4 hours. The Contractor will provide to the STO a real-time view into the companies trouble ticket system and into the providers event notification system for verification of troubles. *Read and understand*

2.08 Liquidated Damages: The STO envisions that the Contractor agrees that the following will serve as liquidated damages for failure to provide timely services management and support: *Read and understand*

- A monthly report will be provided to the STO on all trouble activity on the procured services. For any outages not reacted to within the 2-hour and 4-hour time frame defined

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in 5.3 above, the Contractor agrees to pay the STO. 20% of the monthly charges associated with the site of the trouble as liquidated damages and not as a penalty.

- For any outages lasting for more than 12 hours the Contractor agrees to pay 30% of the monthly charges associated with the site of the trouble as liquidated damages and not as a penalty.
- For any outages lasting for more than 24 hours the Contractor agrees to pay 50% of the monthly charges associated with the site of the trouble as liquidated damages and not as a penalty.
- The STO does not expect the Contractor to pay more than 100% of the monthly charge for multiple outages within the same billing period as liquidated damages. It is the intent of the State Technology Office to obtain robust bundled Internet access for the DOE. While this document contains liquidated damages, it should be understood that recurring service problems (trouble reports for similar issues) can result in the provider being held in default.

2.09 Performance Measurement: To ensure that the customer satisfaction rate is 98% or better, DOE shall perform periodic random samplings of the customers of FIRN through a web survey. The Contractor shall support this effort with any documentation needed for the survey as well as web support to accomplish the survey. *Read and understand*

2.10 Performance Bond: The Contractor shall, at the time of entering into the Contract with the STO, furnish a performance bond in the amount of one million dollars (\$1,000,000.00). The surety shall be in a form acceptable to the STO, such as a bond, cashier's check, certified check or money order. Individual sureties are not acceptable.

If a bond is submitted, the attorney-in-fact that executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney. The bond must be written by a surety with a Best Rating no less than a B+ or higher and must be authorized and licensed to do business in the State of Florida.

The selected Contractor shall be responsible for all premiums charged by surety. The performance bond shall remain in full effect during the term of the Contract award. *Read and understand*

2.11 Change Management: Where the Contractor must obtain the STO's approval of an activity or product before the Contractor can complete a critical activity, the Contractor shall be responsible for providing a reasonable time for the STO to complete its review and for the Contractor to correct any deficiencies. The parties' contract managers shall agree, in writing, in advance, as to the reasonable time for the STO's review of a specific activity or product.

Any required system development, revision or conversion effort will be performed in accordance with predetermined and uniformly applied work plans, which require the periodic review and approval of the STO. In the event that the Contractor is notified of specific deficiencies, which prevent acceptance of work completed, required changes will be determined in accordance with the following guidelines:

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- The STO shall bear all costs of modifications necessitated by STO revision of system requirements, as requested by the STO in writing, but only to the extent such costs represent additional Contractor effort, as determined by the STO.
- The Contractor alone shall bear all costs of modifications necessitated by Contractor's failure to satisfy requirements defined in the response.

The Contract will establish more precise details governing change management. ***Read and understand***

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